

Number Local 70

ADDENDA

To The

FEBRUARY, 1967 JOINT WESTERN AREA COMMITTEE

PROPOSED AGENDA

CHANGE OF OPERATIONS:

Case # 2-3-615	(#1)	United-Buckingham Locals: 81-148-690	Post Marked Jan. 24/67
Case # 2-5-1814	(#2)	Helphrey Motor Freight Local: 524	Post Marked Jan. 23/67
Case #	(#3)	Burlington Truck Lines Local: 307	Post Marked Jan. 27/67
Case #	(#4)	Navajo Freight Lines Locals: 492 - 577	Post Marked Jan. 22/67
Case #	(#5)	United-Buckingham Locals: 81 - 741	Post Marked Jan. 24/67

COMMITTEE FOR LOCAL OPERATIONS:

Case #	(#6)	Local: 334 Northern Pacific Transport	Post Marked January 23, 1967
Case #	(#7)	Local: 357 Milne Truck Lines	Post Marked Feb. 7/67
Case #	(#8)	Local: 431 Garrett Freight Lines	Post Marked Jan. 27/67
Case # 2-7-2800	(#9)	LEAVES OF ABSENCE	

FEBRUARY, 1967

- ADDENDA -

MAIN COMMITTEE;

to be heard Friday 2-17-67

Case # <i>2925</i> (#10) <i>2-7-5/w</i>	Local: 70 American Pipe 283-9211 <i>782-5300</i>	Jt. C. #7 Dispute Post Marked Feb. 3/67	* <i>Decker</i>
Case # <i>2892</i> (#11) <i>2-7-</i>	Local: 70 Di Salvo	Jt. C. #7 Dispute Post Marked Feb. 3/67	* <i>Duke</i>
Case # <i>2893</i> (#12) <i>2-7-</i>	Local: 70 O. N. C.	Jt. C. #7 Dispute Post Marked Feb. 3/67	*
Case # <i>#2894</i> (#13) <i>2-7-</i>	Local: 70 Peters Truck Lines	Jt. C. #7 Dispute Post Marked Feb. 3/67	*
Case # (#14)	Local: 81 Consolidated Freightways	Interpretation Post Marked Feb. 4/67	
Case # (#15)	Local: 81 P. I. E.	Interpretation - Post Marked Feb. 1/67	
Case # (#16)	Local: 150 Interstate Motor Lines	O-T-R Dispute Post Marked Jan. 27/67	
Case # (#17)	Local: 150 McKeown Transp.	Tanker Dispute Post Marked Feb. 6/67	
Case # (#18)	Local: 180 P. I. E.	O-T-R Dispute Post Marked Feb. 7/67	
Case # (#19)	Local: 180 P. I. E.	O-T-R Dispute Received Feb. 7/67	
Case # (#20)	Local: 180 P. I. E.	O-T-R Dispute Received Feb. 7/67	
Case # (#21)	Local: 180 P. I. E.	O-T-R Dispute Received Feb. 7/67	
Case # (#22)	Local: 180 P. I. E.	O-T-R Dispute Received Feb. 7/67	
Case # (#23)	Local: 190 Consolidated	Master Dispute Post Marked Jan. 27/67	
Case # (#24)	Local: 190 Consolidated	O-T-R Dispute Post Marked Jan. 27/67	
Case # (#25)	Local: 190 Garrett Freightlines	O-T-R Dispute Post Marked Jan. 27/67	
Case # (#26)	Local: 315 Encinal Terminals	Jt. C. #7 Dispute Received Feb. 3/67	
Case # (#27)	Local: 315 Encinal Terminals	Jt. C. #7 Dispute Received Feb. 3/67	
Case # (#28)	Local: 315 Richmond Warehouse	Jt. C. #7 Dispute Received Feb. 3/67	

MAIN COMMITTEE;

Joint Western Area Committee - ADDENDA - "C"

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United-Buckingham Freight Lines
2-3-615

Change of Operations Local involved: 81, Portland, Oregon.
148, Wenatchee, Washington
690, Spokane, Washington

Clarification Change of Operations; Spokane/Moses Lake/Portland and
Portland/Moses Lake/Spokane.

These runs have been operated Portland to Spokane and Spokane to Portland without any intermediate stops. It is proposed (When operations require) to make an intermediate stop at Moses Lake to interchange equipment. The distance is 407 miles. Same drivers will perform service without change of domicile.

Local Union 81 is requesting a clarification and interpretation of Joint Western Case #2-3-615, Change of Operations, United-Buckingham Freight Lines vs. Locals 81, 148, and 690. (Date of case 2/19/63).'

Post Marked February 24th - Received February 25, 1967.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Helphrey Motor Freight
2-5-1814

Change Local involved: 524, Yakima, Washington
of
Operation

Clarifica- "Violation of Change of Operation procedure and Master O. T. R.
tion Article 5 and Article 42, Section 4, O. T. R. Supplement. Helphrey
Motor Freight failed to follow correct Change of Operation
procedure by not contacting Teamsters Local 524 in JWAC Case
#2-5-1814. Signed stipulated case was not sent to JWAC until
hearing was in progress and Local 524 had no chance to intervene.
Company was notified on February 25, 1965 and again on March 8/65
that they were not to drop or pick up any freight in Yakima which
would interfere with Yakima-Portland-Yakima bid schedule. In
November, 1966, Company started to drop and pick freight on
Portland-Wenatchee run and cancelled Yakima-Portland bid
schedule. We ask that Company be ordered to stop all drops and
picks on Portland-Wenatchee schedule."

Case #1590 (U).

JSC Motion: That Case #1590 (U) be referred to the Change of
Operations Committee for clarification and that all interested or
effected parties be so notified. Motion Carried.

Post Marked January 23rd - Received January 24, 1967.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Burlington Truck Lines, Inc.

Change of Operations Locals Involved: 307, Casper, Wyoming

Present Method of operations covering movement of freight from Omaha, Nebraska, to Casper, Wyoming, via Scottsbluff, Nebraska.

Omaha driver operates on a through run from Omaha to Scottsbluff, Nebraska. Driver domiciled at Scottsbluff operates a Scottsbluff-Casper-Scottsbluff turn around run.

PROPOSED METHOD OF OPERATIONS:

Freight moving from Omaha to Casper will be routed from Omaha to Denver, thence from Denver to Casper.

Redomicile driver E. L. Fay from Scottsbluff to Casper with full seniority based on date of hire at Casper, as driver E. L. Fay was redomiciled from Casper to Scottsbluff under approved Change of Operations, Joint Western Committee, Case No. 11-5-2069, of 11-9-65.

Company and Local Union 307 agreed to the Change of Operations January 5, 1967, subject to approval of Joint Western Area Committee.

Post Marked January 26/67 - Received January 30/67

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freightlines, Inc.

Change of Operation Locals involved: 492, Albuquerque, New Mexico
577, Amarillo, Texas

PRESENT OPERATIONS:

Company presently operates nine (9) SINGLE man bid runs between Albuquerque, New Mexico, and Amarillo, Texas. The men who drive these runs are domiciled in Albuquerque. They operate on a first in, first out wheel. Ten men are affected. Also, the Company operates one run between Amarillo and Albuquerque. Drivers making this run are called from the Amarillo board.

PROPOSED OPERATION:

The Company proposes to discontinue five of the Albuquerque to Amarillo bid runs and establish them in Amarillo effective as expeditiously as possible.

CONDITION:

The Company will offer the affected Albuquerque drivers employment in Amarillo. Company will comply with any moving and seniority provisions as required by the J.W.C. Change of Operations Committee.

Post Marked January 22/67 - Received January 25/67.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United-Buckingham Freight Lines

Change of Operations Locals involved: 81, Portland, Oregon
741, Seattle, Washington

United-Buckingham Freight Lines wishes to make a request for the following Change of Operation under Article 42, Section 4, of the Western States Over-The-Road Motor Freight Supplemental Agreement.

United-Buckingham Freight System requests approval of a Change of Operation to establish a turnaround run which will run the triangle formed by the towns of Portland, Oregon, Seattle, Washington, and Hoquiam, Washington.

The run will be operated either out of Portland or Seattle and will be run in either direction from the origin terminal.

By example, a driver out of Portland would go either way:

Portland-Hoquiam-Seattle-Portland
Portland-Seattle-Hoquiam-Portland

The Seattle driver would go either:

Seattle-Hoquiam-Portland-Seattle
Seattle-Portland-Hoquiam-Seattle

This change would not involve the moving of any personnel or power equipment. The locals involved would be Seattle Local 741 and Portland Local 81. There are no road drivers based at Hoquiam, Washington.

Post Marked January 24/67 - Received January 26/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 334, Spokane, Washington, and
Northern Pacific Transport

Office "Northern Pacific Transport Company has refused to place
Dispute Eryce B. Lee under the terms of the National Master Freight
Agreement and Western States Area Office Employees Supplemental
Agreement as called for in Article 2, Section 3, of the National
Master Agreement.

Teamsters Local 334 has submitted a copy of the application
and authorization card to Northern Pacific Transport Company
and has been recognized by this Company as the authorized
bargaining agent. It is the position of Local 334 that the Company
should have placed Eryce B. Lee under agreements on the date of
receipt of dues proof of representation."

Case #1565 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 18, 1967.

Post Marked January 23, 1967 - Received January 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
Milne Truck Lines

P & D FOR AND ON BEHALF OF: Ray Price: "I have to operate tow
Dispute motor and crane while 208 heavy-duty men do the work that I bid
for. Had to work crane from 10:30 to 1:30 transferring pipe that
has been sitting in yard since last week. While I was doing this
it was drawn to my attention that the yard supervisors are still
closing the trailer doors and handling the gears. I had to get sides
for 208 men for Trailer 466, then had to transfer cable from 400 -
466 then take brass rods off of 434 and put on 400. Then I had to
put the gates on a pile on the back of 400. Then I had to stay and
secure load which the men on the dock could of done so as I could
have gone back to hostling. I also had to go back and tarp 400
before finishing. I am requesting to do the work that I bid for.

Case #SC-2-7-8731.

JSC Motion: That the position of the Union be upheld.

Deadlocked Southern California JSC January 31, 1967.

(Received February 7, 1967).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 431, Fresno, California, and
Garrett Freight Lines

P & D Union claims three (3) hours at time and one-half for Jerry
Dispute Robinson on November 29, 1966.

Union claims a casual was called in at 5:00 a.m. and the first
regular man came in at 8:00 a.m. Union claims there cannot
be a casual man working when there is no regular man working.

Case # CV-126-1542.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC January 25, 1967.

Post Marked January 27/67 - Received January 30/67.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # 2-7-2800	(L-529)	ORVILLE F. NICOLA, member of Local 180, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of ninety (90) days, effective January 3, 1967 for the purpose of taking position of Business Representative for Sleeper Cab Drivers Union Local 180.
	(L-530)	WILLIAM WEBB, member of Local 357, Los Angeles, California. Employee of I. M. L. Freight, Inc. Request is for a period of ninety (90) days, effective January 1, 1967, for the purpose of training for Dock Foreman job.
	(L-531)	MICHAEL R. KORNDER, member of Local 87, Bakersfield, California. Employee of Ringsby-Pacific. Request is for a period of sixty (60) days, effective January 3/67 for the purpose of accepting a position as temporary Dispatcher.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
 American Pipe & Construction

Joint Council 7 Dispute Relief Being Sought - "Union requesting this practice be stopped
 and also request Mr. King be paid for each day he should have
 worked since January 2, 1967, when production forks did this
 work." (Work Jurisdiction - Article 45 (1) & 60.)

We submit the above article and section for work jurisdiction
 and established past practices. Mr. George M. King, Jr. has
 been laid off since January 2, 1967 and work is being done by
 production forks at American Pipe & Construction which is
 local work under Article 60.

Case #LD-2781.

Joint Council #7 Labor-Management Committee Motion: That
 the Union claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
 February 2, 1967.

(Received February 3, 1967)

2-7-2925



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
2892 Di Salvo Trucking

Joint Council 7 The Union is requesting benefits be paid at combination work scale
Dispute retroactive prior to 5/19/66.

The Company agrees to pay benefits at combination work scale retroactive to 5/19/66, at which time an agreement was reached with Local 70 regarding the application of Article 51, Section 5.

Case # LD-2572.

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee November 17, 1966.

Received - February 3, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
2893 O. N. C.

Joint Council 7 Trans-Bay Operations. Work in contention is not covered by
Dispute Article 52, Section 2. The night shift hostler is making pickups
and deliveries out of the jurisdiction of Local 70. Claiming time
and one-half for the entire night shifts of October 3, 4, and 5,
for Ford Evans.

Case # LD-2677.

Joint Council #7 Labor-Management Committee Motion: That
the Union claim is denied as the Company has complied with the
provisions of Article 52, Section 2 - Trans-Bay Operations -
in the Local 70 Supplement.

Deadlocked Joint Council #7 Labor-Management Committee
November 17, 1966.

(Received February 3, 1967)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Peters Truck Lines

2894
Joint
Council 7
Dispute

Movement of empty trailers from Matson Terminal is payable at time and one-half over applicable rate.

Local 70 claims that Company's operation is a pick-up service and contract states, "Night shift hostlers shall be prohibited from performing pick-up and delivery service except at time and one-half above their applicable rate of pay. Union requesting time and one-half for a hostler for November 15 and November 16, 1966, and for every night thereafter that the employer violates said agreement.

Case # LD-2709.

Joint Council #7 Labor-Management Committee Motion: That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
December 1, 1966.

(Received February 3, 1967)

Handwritten notes and signatures:
A large oval contains the initials "WJ" and "L".
Below the oval, the phrase "Filed with" is written, followed by a signature and the date "2-2-67".
Below this, the word "Ref" is written, followed by three "9" characters.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
Allyn Transportation

Warning Union protests warning letter issued to A. L. Baker on
Notice November 25, 1966, for accident which occurred on
November 16, 1966.

Case #T-17-627.

JSC Motion: That the warning notice be reduced to a written
reprimand.

Deadlocked California-Arizona Joint State Tank Committee
February 2, 1967.

Post Marked February 6th - Received February 7, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
 Consolidated Freightways

Interpre- Clarification and interpretations of Article 50 of the Western
tation States Area Over-The-Road Supplemental Agreement.

Consolidated Freightways, Inc. has taken the jacks out of all the Over-The-Road equipment. Therefore, this necessitates the drivers taking their equipment to a service station or tire repair shop in order to have a tire changed or wheel removed.

Does this time come under the breakdown provision of the contract, and if so, why shouldn't all the time waiting be paid for time.?

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Pacific Intermountain Express

Interpre- Local 81 is requesting an interpretation of Paragraph (C) of
tation Section 2, Article 57, of the Western States Area Pick-Up and
Delivery Agreement. The Company has a hostler position which
the bid man works six days a week. He receives time and one-half
for Sunday work as the work week on this job is Sunday through
Friday.

The question is, inasmuch as our Pick-Up & Delivery Agreement,
which covers hostlers is based on a Monday through Friday
week; when the bid hostler is on vacation and an employee is
assigned or bids this hold down for this temporary vacancy, is
he entitled to work the premium day the same as the regular
bid man or can he be bumped the overtime day by an employee
with more seniority.?

Post Marked February 1st - Received February 2/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
Interstate Motor Lines

O-T-R Union claims 8 hours at time and one-half for eligible local
Dispute man as Company in violation of Article 52, Section 1 (d), when
on December 11, 1966, sleeper team worked fork lift and hand
loaded freight in excess 8,000 lbs. miscellaneous freight.
Tractor 3056 - Trailer 3669.

Case #CV-17-1557.

JSC Motion: That the Union's claim be denied.

Deadlocked California Valley JSC January 25, 1967.

Post Marked January 27/67 - Received January 30/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
McKeown Transportation

Tanker Union claims on 11-8-66, Moreland and Lake suffered loss of
Dispute \$17.54 each due to improper dispatch of Sniff and Fisher.

Union claims a 'B' team was called for a 3:00 p.m. dispatch and
the 'A' team was not used and they would be eligible at 3:50 p.m.
'A' team men are supposed to go first.

Company has dispatch rules and one team's layover was not up
until 3:15 p.m. Men were called at 12:00 noon. The 'A' team
in question was given a 4:00 p.m. call. The 'B' team was dispatched
for 3:00 p.m. and left at 2:45 p.m.

Case #T-17-632.

JSC Motion: That the Union's position be upheld.

Deadlocked California-Arizona Joint State Tank Committee
February 2, 1967.

Post Marked February 6th - Received February 7, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Pacific Intermountain Express

O-T-R It is the position of Local 180 that Sigars was improperly pulled
Dispute off the Extra board and assigned to a Bid Sleeper seat to which
he was not entitled. This action took place at 9:00 a.m. on
November 13, 1966, another driver (Weatherall) was moved up
to fill the vacated position on the Extra board and was dispatched
(to San Diego) at 10:30 p.m. on November 13, 1966. The
mistake was not corrected until November 14, 1966 at which time
Sigars was put back on the Extra board and was dispatched
(to Las Vegas) at 10:00 p.m. on November 14, 1966.

Claim is for 23-1/2 hours at the rate of \$3.25 per hour, a total
sum of \$76.38 due.

Case #SC-2-7-8714.

JSC Motion: That the claim of G. L. Sigars is allowed.

Deadlocked Southern California JSC January 31, 1967.

(Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Pacific Intermountain Express

O-T-R Local 180 takes the position that Crumley and Haynes are entitled
Dispute to 12 and 1/2 hours pay at \$3.25 per hour, a total of \$40.63 each
man.

This team arrived in Denver at 4:30 p.m. November 13, 1966
PST, and were told by dispatcher they would turn. Forty-five
minutes later they were told the load was 3,000# over-loaded
on drive axle. The load was reloaded and they were dispatched
at 5:00 a.m. on November 14, 1966 PST.

Case #SC-2-7-8716.

JSC Motion: That the claim of Crumley and Haynes be denied.

Deadlocked Southern California JSC January 31, 1967.

(Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Pacific Intermountain Express

O-T-R It is the position of Local 180 that Sigars was improperly pulled
Dispute off the Extra board and assigned to a Bid Sleeper seat to which
he was not entitled. This action took place at 9:00 a.m. on
November 13, 1966, another driver (Weatherall) was moved up
to fill the vacated position on the Extra board and was dispatched
(to San Diego) at 10:30 p.m. on November 13, 1966. The
mistake was not corrected until November 14, 1966 at which time
Sigars was put back on the Extra board and was dispatched
(to Las Vegas) at 10:00 p.m. on November 14, 1966.

Claim is for 23-1/2 hours at the rate of \$3.25 per hour, a total
sum of \$76.38 due.

Case #SC-2-7-8714.

JSC Motion: That the claim of G. L. Sigars is allowed.

Deadlocked Southern California JSC January 31, 1967.

(Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Pacific Intermountain Express

O-T-R Local 180 takes the position that Jack Smiley is entitled to
Dispute one-half (1/2) hour pay at \$3.25 per hour, a total of \$1.63.
Enroute delay - Highway Patrol halted traffic to clear up accident
near Green River - Paylog 178083.

Case #SC-2-7-8726.

JSC Motion: That based on JWAC Case #8-5-2042 the claim
be denied.

Deadlocked Southern California JSC January 31, 1967.

(Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Pacific Intermountain Express

O-T-R Local 180 takes the position that Child and Mellott are entitled
Dispute to twelve (12) hours pay at \$3.25 per hour, a total of \$39.00
for each man.

This team was told upon their arrival in Denver that there were
loads available at the ammunition yard, only awaiting shop
clearance. Arrival time in Denver of this team was 6:28 a.m.,
November 11, 1966. Team was dispatched at 6:30 p.m. November
11, 1966.

Case #SC-2-7-8727.

JSC Motion: That based on the facts presented, the claim of the
Union be denied.

Deadlocked Southern California JSC January 31, 1967.

(Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
Consolidated Freightways

Master Position of Union that under Maintenance of Standards the drivers
Dispute are entitled to rated copy of driver orders. The Company has
furnished a rated copy of drivers orders to the drivers in the past.

Employer stated that drivers get a copy of the rate sheet and
code sheet so that they may figure their time due. Company
feels that in accordance with Article 48, Section 3 of the contract,
they are conforming with the contract. Referred the committee
to JWC Case 11-6-2661 which upholds the Company position.
Change over from previous method was made sometime around
August of 1966.

Case #M-662.

JSC Motion: That the position of the Union be upheld.

Deadlocked Montana JSC January 20, 1967.

Post Marked January 27/67 - Received January 30/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
Consolidated Freightways

O-T-R Union requesting assignment of two runs from Billings to Great
Dispute Falls, three trips per week, each run on a when and if freight is
available. Based on departure of freight from Billings to Great
Falls we feel that we are entitled to two regular assignments.
Evidence was submitted to support contention that the freight does
arrive in Billings, although sleeper cabs at times are pulling
the Billings-Great Falls leg of the runs which originate out of
Denver. Complained about sleeper teams dropping and picking
through Montana on a circuitous route, and taking work away from
Montana men.

Case #M-669.

JSC Motion: That because of the lack of regularity I move the
position of the Union be denied.

Deadlocked Montana JSC January 20, 1967.

Post Marked January 27/67 - Received January 30/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
Garrett Freightlines

O-T-R Union is requesting delay, off route time, at the local P&D
Dispute scale for drivers Christensen and Miller. Time involved is
2.4 hours. The incident happened on 12/13/66, and involved
dropping a trailer in Bozeman where they were sent 20 miles out
of Bozeman to pick up a trailer. This is local P&D work and we
should receive pay accordingly. Union claims that under Article 52-A
of the contract the Company was in violation.

Case #M-667.

JSC Motion: That the claim of Local 190 be denied.

Deadlocked Montana JSC January 20, 1967.

Post Marked January 27/67 - Received January 30/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
Encinal Terminals

Joint Employer is not party to Agriculture and Horticulture Supplement.
Council 7
Dispute Company claiming employees T. Williams, R. Buccellatto,
P. Saxton and Bob Newkirk are claiming the difference in pay
between the Agricultural rate and short line. No dates indicated.

Employer Position: Employer is party to Agricultural and
Horticultural Supplement.

Case #LD-2759.

Joint Council #7 Labor-Management Committee Motion: That
due to Article 45, Section 5, this case be automatically referred
to the Joint Western Area Committee. Motion Carried.

Joint Council #7 Labor-Management Committee date of action
January 19, 1967.

(Received February 3, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
 Encinal Terminals

Joint Council 7 Work in contention is Local Pick-Up & Delivery.

Dispute Company is paying short line pay when performing local work part of the day. Four men: Bob Newkirk, Phil Saxton, Rosso Buccellatto and Tom Williams are filing for the difference in pay between local Pick-Up & Delivery and short line on series of dates starting 8-4-66 through 12-18-66.

Case #LD-2746.

Joint Council #7 Labor-Management Committee Motion: That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee January 19, 1967.

(Received February 3, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
 Richmond Warehouse

Joint Council 7 Dispute Windmiller is on tanker seniority list. He claims he was
 runaround when Cassin pulled a short line trip. Cassin is on
 dry freight list.

Company has one seniority list and Union claims 2 days pay
 on 1-18-67 and 1-20-67 for Windmiller.

Employer Position: Company has two seniority lists - Tank
 and Dry Freight.

Case #LD-2785.

Joint Council #7 Labor-Management Committee Motion: That
 the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
 February 2, 1967.

(Received February 3, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
 Yola Transport Company, Inc.

Automotive Union asking difference between \$2.40 per hour and \$3.005 per
 Dispute hour for all hours worked from June 14 to December 23, 1966, for
 Ron Pitts doing work under the Automotive Shop and Truck
 Servicing.

Union claims the work that Pitts did at the Company comes under
 the Automotive Shop and Truck Servicing Agreement. Union
 amends filing to include Pension and Health and Welfare payments.
 Union claims specialized contracts and Union also feels there is
 a signed independent agreement in the Union office. The Company
 also is under the National Agreement and the Union has the people.

Company hired Pitts on June 24, 1966. It has been a practice of
 the Company to hire young men in the summer to learn the parts
 trade. Based on the premise of what other young men had been
 paid, they paid him \$2.40 to start. When the .20¢ increase went
 into effect, he was then paid \$2.60. Company had no knowledge
 or notification from the Union he was a Union member because the
 rest of the employees are on payroll deduction. Company is not
 signatory to the Shop Agreement.

Case #CV-17-1559.

JSC Motion: That the Union's position be upheld and the Company
 pay the Health and Welfare and Pension payments.

Deadlocked California Valley JSC January 25, 1967.

Post Marked January 27th - Received January 30, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Pacific Intermountain Express

O-T-R Money claim for Abrahamson and Morgan. Claiming pay for
Dispute 4-1/4 hours. Drivers were told on arrival at Denver that they
had load to return to Oakland with. Drivers were held at the
Denver terminal until tractor was steam cleaned and Company
refused to pay the claim.

Case #CB-2035.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC January 17, 1967.

Post Marked January 20th - Received January 23, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 533, Sparks, Nevada, and
Ringsby Truck Lines

O-T-R Union claims runaround for Charles E. Stocke - one trip for
Dispute 8 hours minimum guarantee on turn trip #15739 and one trip
for 8 hours minimum guarantee on turn trip #15740 (280 miles
and 2-1/2 hours work time on each runaround).

Union claims on December 2, the Company started running a
Reno-Yarington-Hawthorne run and for years they have run a
Reno-Hawthorne turn. The Company then started a 531 mile
run from Los Angeles via Hawthorne to Reno and this is a
violation of the Change of Operations granted the Company.
Union also filed a money claim for the runarounds involved.

Case #CV-17-1567.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC January 25, 1967.

Post Marked January 27th - Received January 30, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
 United-Buckingham Freight Lines

O-T-R One and one-half hours pay for runaround for Clarence Ballard.
 Dispute Pay claim denied for Clarence (Curley) Ballard asking for 1-1/2
 hours runaround. Portland dispatched Portland driver ahead of
 Mr. Ballard who is a Spokane-Portland bid driver. Under the
 dispatch rules set forth April 4, 1966, and agreed to by United
 Buckingham, foreign bid drivers are to move out ahead of Portland
 bid drivers. This claim was denied by the Company, therefore,
 we are asking for 1-1/2 hours pay.

Case #1608 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC January 18, 1967.

Post Marked January 23rd - Received January 24, 1967.

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Case # Local 692, Long Beach, California, and
Consolidated Freightways - Bulk Commodity Division

Tanker Dispute	<u>T-105-528</u>	-	Union claims pay for two men, McPherson and Hamilton on 9-2-66.
	<u>T-105-529</u>	-	Union claims runaround pay for Hamilton and Jackman on 9-9-66.
	<u>T-105-542</u>	-	Union claims pay for Jackman and Hamilton for trip to Portland and Seattle on 9-18-66.

(Mutually agreed to hear as one case by the parties)

Union claims Company is using 315 drivers from Los Angeles going North and 692 men sitting at home. Sleeper teams are taking North from Martinez to Oregon and Washington. Union entered letter of agreement into evidence.

Company claims they have a right to do this. When Martinez men come South, they are utilized going North rather than run them empty back to Martinez.

Case #T-105-528, 529, and 542.

JSC Motion: That the Union's position be upheld for three men, totalling \$272.22.

Deadlocked California-Arizona Joint State Tank Committee
February 2, 1967.

(Post Marked February 6th - Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
Gasoline Tank Service

Tanker Local 741 claims that due to an on-the-job injury on May 23/66
Dispute that Gasoline Tank Service owes Pension and Health and Welfare
payments for Albert C. Cralle for twelve (12) months starting
with the month of June, 1966. (Article 56, Section 2, Page 66
and Article 57, Section 3, Page 67 of the Tanker Supplement.

Case #1586 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC January 19, 1967.

Post Marked January 23rd - Received January 24/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
 L.A.S.M.E. - (Interstate Division)

O-T-R Local 741 requests runaround pay for the next man available on
 Dispute the Interstate Freight line road drivers board on the night of
 12/20/66, because at 8:30 a.m. on 12/21/66, Silver Eagle
 arrived from Portland in Seattle with Interstate Trailers 132-F
 and 162-F. (Filed under Article 32, Page 43 of National Master
 Freight Agreement and Article 53, Section 3 (e), Page 84 of
 the Western States Area Over-The-Road Supplement)

Case #1595 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC January 20, 1967.

Post Marked January 23rd - Received January 24/67.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
 L.A.S.M.E. (Interstate Division)

Master "Under Article 6 of the National Master Freight Agreement,
 Dispute Local 741 protests the bulletin issued by LASME entitled "Bulletin
 #6-66 IFL." Interstate Freight Line has for years allowed one-half
 hour for lunch on Company time to men on shifts starting at 5:00 a.m.
 and before. It is the position of the Local (741) that the above named
 condition shall continue under the Maintenance of Standards of the
 present labor agreement." (Filed under Article 6 of the National
 Master Freight Agreement.)

Case #1599 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 20, 1967.

Post Marked January 23rd - Received January 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
L.A.S.M.E. (Interstate Division)

O-T-R Local 741 requests that Interstate Freight Lines be required to
Dispute bid eleven runs on a turnaround basis between Seattle and Portland,
to be protected on a when and if run basis with drivers to have
Seattle as their domicile station.

Case #1564 (U).

JSC Motion: That due to the particulars of seniority and the fact
that two Joint Council areas are involved, this case is referred
to the JWAC for decision. Motion Carried.

Washington JSC date of action January 18, 1967.

Post Marked January 23rd - Received January 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 983, Pocatello, Idaho, and
Garrett Freightlines

O-T-R On November 17, 1966, the Pocatello sleeper team of Robinson
Dispute and Coe were dispatched to Denver, arriving there at 9:00 on
November 18, where they were placed off duty. They were
dispatched from Denver at 11:45 on November 18 after 2.8 hours.

The Union claims pay for the 2.8 hours, contending that their
load and bills were ready upon their arrival.

Case #878 (Jan. 67-5)

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC January 12, 1967.

Post Marked February 3rd - Received February 6, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
 Consolidated Freightways - Bulk Commodity Division

Termination Union protests termination notice issued to Harold O'Gara dated
 January 18, 1967.

Union claims O'Gara is the shop steward and is subject to
 harassment. Driver testified he estimated his speed at 25 to
 30 m.p.h. Tack chart shows 40 m.p.h. Driver related
 incidents that happened previous and at time of accident. This
 was a stick load. There were no citations issued.

Company says tack chart shows 45 m.p.h. Company read
 C.H.P. report of accident that indicated excess speed but not
 exceeding posted speed.

Case #T-17-658.

JSC Motion: That the man be reinstated to his job when
 released by the doctor and qualifies for the I. C. C.

Deadlocked California-Arizona Joint State Tank Committee
 February 2, 1967.

(Postmarked February 6th - Received February 7, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
 McKeown Transportation

Warning Union protests warning notices issued December 1, 1966, to
 Notices Harold Neis, Claude Mayhew, Edward Vastelica, George Gosling,
 James Slatten, Robert Records, Vergil Matthews, George Sterba,
 Donald Swihart, H. Earl Mathews, Joe Evans, and Lloyd Keen.

Union protests hearing cases because Company filed Court case.
 Company claims warning notices issued for a work stoppage
 over an improper dispatch. No drivers left the yard during the
 5-1/2 hour stoppage. Company claims they called Hatfield 4
 times to no avail and a "B" board man was called. Company
 read statement of events that happened during the work stoppage
 by Manager Dave Sands. Warning Notices to all drivers read.
 Telegram sent by the Company to the Union read.

Union claims the ability to call McKeown Management has been
 to no avail since Nolan left the Company. Union gave detailed
 account of the claimed mis-dispatch and their effort to correct
 the dispatch. There was no work stoppage as such and the Company
 at no time requested of the Union to talk to the drivers. Union
 claims all drivers have grievances and are still unable to contact
 and meet with the Company.

Company claimed they have a past practice of the drivers
 accepting an advance 24 hour dispatch.

Union claims this was changed by agreement to a 4 hour call.
 Union claims the dispatch rules the Company is working under
 were never signed or agreed to. The Union at no time had a
 work stoppage but were only trying to resolve a grievance.

Case #T-17-625.

JSC Motion: That based on the facts presented, the warning
 notices be rescinded.

Deadlocked California-Arizona Joint State Tank Committee
 February 2, 1967.

(Post Marked February 6th - Received February 7, 1967)

LATE FILINGS

CASE 2-7-2925	Local 70 vs. American Pipe (LD 2781) Settled and Withdrawn
CASE 2-7-2892	Local 70 vs. Di Salvo (LD 2572) Claim of the Union was denied
CASE 2-7-2893	Local 70 vs. O.N.C. (LD 2677) Postponed and Committee to hold jurisdiction
CASE 2-7-2894	Local 70 vs. Peters Truck Lines (LD2709) Withdrawn without prejudice.
CASE 2-7-2923	Local 70 vs. Bigge Drayage (Article 32) Referred to the National Committee.